



Terms of Reference for Developing a Framework for Designated Safeguarding Officer in Sport Training

Purpose	To develop a harmonised international reference framework for Designated Safeguarding Officer in Sport Training
Location	Remote
Duration	6 months
Budget	£17,500
Dates	Beginning July 2021
Applicants	Applications are welcome from individuals, teams of individuals, or institutions that meet the specification

Background

There are currently a number of organisations and Government Agencies around the world delivering or developing training offers for Designated Safeguarding Officers in Sport (DSOs).

In the absence of an academic pathway into the profession of safeguarding, these training offers are the main route by which DSOs develop and consolidate their skills and expertise.

Without coordination, there is the danger that these training offers do not provide a coherent, complimentary professional development pathway for DSOs, cover different core topics, and lead to a divergence within the profession. This could in turn lead to a confusion about the core functions that make up the DSO role, particularly in relation to well-established professions such as those in the social service workforce. Careful consideration is needed by sport organisations and Governments around the world who are delivering or developing training for DSOs, to ensure training is appropriate to their role. This framework will support that consideration.

By working with key stakeholders responsible for DSO training, there is an opportunity to develop a complimentary tiered approach, giving both training providers and the recipients of that training, the DSOs themselves, a clear professional pathway and guidance for standardised practice.

With this in mind, the purpose of this consultancy is to further develop and refine the existing draft framework (annex 1) developed by an inter-agency working group, through a comprehensive review of existing provision, and a piloting process.

Main tasks of consultancy

- Conduct desk-based research and literature review to identify:
 - Existing and planned DSO training on offer in sport
 - Relevant training offers outside sport
 - Relevant training frameworks to serve as a basis for the DSO Framework (3 weeks)
- Refine existing draft framework based on above (1 week)
- Work with stakeholders to pilot and further refine draft framework (4 months)
- Produce a final version of the framework alongside recommendations for its application (1 month)

Expected Outputs

- Summary report of findings of desk-based review covering relevant training identified and recommendations arising for the content and scope of the Framework (interim)
- Updated draft framework (interim)
- Final version of the Framework and a summary report detailing recommendations for its application (final)

Key competences, technical background, and experience required:

- Advanced degree in social work, safeguarding and child protection, education, human rights or other relevant field
- At least five (5) years of relevant experience in safeguarding or child protection
- At least three (3) years of relevant experience related to sport
- Proven experience of working across a range of contexts and cultures
- Outstanding listening, verbal and written communications skills in English. Other language skills are desirable
- Strong conceptual and research/analytical skills with the ability to think strategically and rapidly analyze and integrate diverse information from varied sources into conclusions and recommendations
- Track record of consulting on projects which require technical knowledge and experience, and submitting high quality and timely outputs,
- Proven ability in delivering on self-managed work

General Conditions:

- The party(ies) will be contracted by Unicef UK on behalf of the International Safeguards and the general terms and conditions that will apply can be found in annex 2.
- The payment to the consultant or institution selected is dependent on the completion of deliverables with quality. The payments will be made as follows: 50% on start and 50% on completion.

Policy both parties should be aware of:

- Consultants are not entitled to payment of overtime or annual leave. All remuneration must be within the contract agreement.
- No contract may commence unless the contract is signed by both Unicef UK and the consultant or Contractor.

The proposal

Please prepare a concise proposal for delivering the above outputs and send it by e-mail only to lizt@unicef.org.uk

Your proposal should:

- Set out clearly the approach which you will take to deliver the consultancy and a schedule for delivering against the proposed timeframe
- Include a clear budget, with indicative costs for travel and subsistence if required under the proposed approach
- Demonstrate your experience of undertaking similar consultancy or relevant work
- Provide details of the researchers who will be assigned to the work (where there is more than one person involved), including brief CVs with details of professional qualifications, relevant experience and achievements to date (to be supplied as an appendix)
- Indicate your earliest start date
- Provide at least 2 references from previous similar employments
- Provide any other considerations you think pertinent

The proposal should provide a firm price for the work, indicating the daily rates to be charged. It will be assumed that all expenses incurred are included in the price quoted unless specifically stated in your proposal.

You should also confirm that all staff working on this project, now or in the future, including any subcontractors, either have been checked by the DBS (standard or enhanced disclosure) or will provide such information to permit Unicef UK to make an application for standard disclosure to the DBS (at Unicef UK's discretion and expense). If staff already have DBS clearance, please also indicate this.

- Deadline for receipt of proposals: **Monday 28th June 5pm UK time**

Annex 1

Pillar	Level	Summary/Consensus	What could someone trained to this level do?
1. Preventing	Safeguarding Aware	<ul style="list-style-type: none"> • Describe why risk assessment is important Describe organisational risk factors (ways org comes into contact with children) Describe concepts of risk prevention/mitigation • Describe and identify potential risk factors in sport in general and those which may be specific to their sport context • Describe thresholds of poor practice and abuse 	<ul style="list-style-type: none"> • Work with colleagues to map the safeguarding risks associated with their sport
	Safeguarding Advisor	<ul style="list-style-type: none"> • Identify risks (undertake risk assessments) • Implement basic risk prevention/mitigation measures (e.g. safe recruitment, activity level risk assessment, use of codes of conduct) • Conduct risk assessments with young people and vulnerable adults • Identify relevant indicators and track and analyse data 	<ul style="list-style-type: none"> • Conduct or oversee risk assessments for activities • Provide advice and guidance on risk mitigation • Track relevant data around risk
	Safeguarding Leader	<ul style="list-style-type: none"> • Design, implement, monitor and evaluate comprehensive risk management approaches • Describe and assess additional vulnerability for certain groups/individuals and have knowledge that additional vulnerabilities create a greater likelihood of abuse • Describe and assess suitability of people to be in contact with children • Engage with vulnerable groups and develop empowerment strategies • Manage specific risks e.g. social media, event-based risks • Influence progression towards an organisational culture of prevention including: <ul style="list-style-type: none"> ➤ embedding safeguarding values and principles into organisation’s mission and aims ➤ embedding safeguarding within business and governance planning processes ➤ embedding safeguarding within wider risk frameworks and teams 	<ul style="list-style-type: none"> • Develop comprehensive organisational approaches to risk management • Support the development of an organisational culture of prevention

Pillar	Level	Summary/Consensus	What could someone trained to this level do?
2. Responding	Safeguarding Aware	<ul style="list-style-type: none"> Describe types and signs of abuse Describe how to report/respond to a concern/Describe basics of reporting Describe local/national requirements for handling concerns – in particular the organisations involved 	<ul style="list-style-type: none"> Refer a concern to the appropriate authorities
	Safeguarding Advisor	<ul style="list-style-type: none"> Describe DSO role and responsibility in relation to concerns Respond to concerns in a robust and timely manner in conjunction with relevant organisations, when concerns are disclosed Describe factors that prevent reporting/disclosure and how to address them Develop comprehensive process for reporting and managing concerns (including confidentiality, link to disciplinary processes, role of external and statutory agencies) Describe how to effectively communicate the reporting system Identify relevant indicators and track and analyse data 	<ul style="list-style-type: none"> Develop and oversee a comprehensive organisational reporting and case management system Track relevant data around concerns
	Safeguarding Leader	<ul style="list-style-type: none"> Develop, implement, monitor and evaluate complex end-to-end case management approach, including reporting and recording, data protection, witness support etc Develop case management for events Receive and respond to concerns, including complex cases (online, homophobia, historical etc) Provide appropriate support for all involved Develop and deliver survivor and athlete centred approach Analyse case management data to identify any trends or areas of concern and to support the development of safeguarding practice Identify and apply lessons learned from cases Promote culture, environment, operations where concerns can be raised 	<ul style="list-style-type: none"> Develop, implement, monitor and evaluate complex end-to-end, survivor centred, case management approach Provide or access appropriate support for all involved Identify and act on trends related to concerns Support the development of an organisational culture of openness around concerns

Pillar	Level	Summary/Consensus	What could someone trained to this level do?
3. Developing, Implementing and Reviewing Policies and Procedures	Safeguarding Aware	<ul style="list-style-type: none"> • Describe basic values, principles and relevant definitions (e.g. child protection, safeguarding) • State relevant local, national and international legislation and standards • Describe basics of how to develop a policy • Describe core components of a safeguarding policy • Describe importance, scope, core elements, limits and role of code of conduct • Describe thresholds of poor practice and abuse • Describe importance of safe recruitment • Describe what M&E is and why it is important for safeguarding policies and procedures 	<ul style="list-style-type: none"> • Explain what safeguarding is to colleagues • Develop a basic safeguarding policy • Develop a basic code of conduct
	Safeguarding Advisor	<ul style="list-style-type: none"> • Describe relevant local, national and international legislation and standards • Develop comprehensive policy and appropriate procedures • Describe role of DSO with respect to policy • Describe wider roles and responsibility in relation to the policy and safeguarding in the organisation • Develop codes of conduct • Communicate codes of conduct and link them to relevant complaint and disciplinary procedures • Describe safe recruitment including how to design interview questions, checks, references etc • Identify relevant indicators and track and analyse data 	<ul style="list-style-type: none"> • Develop a comprehensive policy and accompanying procedures • Develop detailed codes of conduct

Pillar	Level	Summary/Consensus	What could someone trained to this level do?
	<p>Safeguarding Leader</p>	<ul style="list-style-type: none"> • Develop organisation wide strategy for safeguarding in a complex organisation • Ensure policies and procedures are prioritised throughout the organisation • Embed, monitor, evaluate and update policy and practice building on learning following specific incidents, new research, emerging themes, trends etc • Tailor approach and content of codes of conduct to different audiences (e.g. children) • Embed, evaluate and update codes of conduct • Respond to concerns identified through background checks and assessing risk • Develop and embed safer recruitment policy and practices across the organisation • Develop and revise policies, procedures, approaches etc based on data gathered • Analyse statistics for safeguarding from across the sport to support future strategy and practice 	<ul style="list-style-type: none"> • Develop a comprehensive organisational safeguarding strategy • Embed safeguarding across all aspects of the organisation • Continually learn from and improve practice

Pillar	Level	Summary/Consensus	What could someone trained to this level do?
4. Roles and responsibilities of DSO	Safeguarding Aware	<ul style="list-style-type: none"> • Describe relevant concepts including power, gender and culture • Describe core duties of DSO • Describe and can demonstrate skills and abilities required for DSO role • Describe safeguarding is everyone's responsibility • Describe a child-rights based approach to safeguarding • Describe how to engage with vulnerable adults and children 	<ul style="list-style-type: none"> • Undertake basic focal point role including identifying main risks and a referral pathway for concerns
	Safeguarding Advisor	<ul style="list-style-type: none"> • Describe all duties of DSO role • Describe and can implement self-care in relation to managing mental health whilst involved with safeguarding cases • Describe roles and responsibilities held within wider organisation and how safeguarding fits across the wider organisation • Identify and engage key internal stakeholders • Develop and manage safeguarding advisory group • Develop a child-rights based approach to safeguarding • Engage with vulnerable adults and children 	<ul style="list-style-type: none"> • Manage policy development and implementation • Oversee internal and external stakeholders
	Safeguarding Leader	<ul style="list-style-type: none"> • Recognise and promote pillars of a safer culture within the organisation Engage wider organisation and affiliates on safeguarding • Establish communities of practice to share and embed learning • Describe competing priorities within organisation and support others develop an awareness that safeguarding is paramount • Identify barriers and limitations to roles and responsibilities and how these can be overcome e.g. how roles and responsibilities can conflict with wider organisational goals • Advocate on safe sport for children at decision-making level and keep safeguarding on the political agenda of the organisation • Develop safeguarding structures within the organisation that support the DSO and their role • Embed child-rights based approach across the organisation 	<ul style="list-style-type: none"> • Promote a safe culture within the organisation • Influence the organisation at the highest level • Embed a child rights-based approach

Pillar	Level	Summary/Consensus	What could someone trained to this level do?
5. Working with Others	Safeguarding Aware	<ul style="list-style-type: none"> Identify sources of safeguarding support (for staff, parents, children etc) within your context Communicate the organisation's commitment to safeguarding to partners Describe the importance of multi-agency working 	<ul style="list-style-type: none"> Make links with relevant community partners
	Safeguarding Advisor	<ul style="list-style-type: none"> Develop strong links with partners Identify local experts to join relevant groups e.g. safeguarding advisory group Describe the role and key stakeholders in relevant statutory agencies Engage meaningfully with children, parents/carers and the community in developing safeguarding Develop partnerships based on agreed values and principles 	<ul style="list-style-type: none"> Establish strong links with relevant partners Develop and manage a safeguarding advisory group Engage with the wider community
	Safeguarding Leader	<ul style="list-style-type: none"> Develop and implement organisational advice and support systems and networks for all affected stakeholder groups Deliver or commission effective advice and support for colleagues and participants Work with, and embed insights from those with lived experience of abuse Build a sustainable network of relevant organisations Manage and maintain relationships with complex groups of external stakeholders/partners (e.g. for events) Deliver capacity building support to partners to support them to improve safeguarding Develop contractual arrangements that embed safeguarding frameworks and responsibilities Assess and monitor the safeguarding arrangements of partner organisations 	<ul style="list-style-type: none"> Develop strategic systems of support and expertise to further safeguarding within the organisation Build the capacity of partner organisations Embed safeguarding in all external interactions

Pillar	Level	Summary/Consensus	What could someone trained to this level do?
6. Training and Communication	Safeguarding Aware	<ul style="list-style-type: none"> • Describe importance of training and communication • Communicate organisation's safeguarding plan effectively 	<ul style="list-style-type: none"> • Share the organisation's approach to safeguarding internally and externally
	Safeguarding Advisor	<ul style="list-style-type: none"> • Conduct Training Needs Analysis • Design and deliver introductory safeguarding awareness training • Design, develop and promote learning and information materials for different stakeholders (e.g. parents, coaches, children) • Develop, deliver or commission education and training for different stakeholders (e.g. parents, coaches, children) • Develop organisational safeguarding communication plan 	<ul style="list-style-type: none"> • Deliver or commission appropriate capacity building for colleagues and key stakeholders • Develop a communication plan
	Safeguarding Leader	<ul style="list-style-type: none"> • Develop, implement, evaluate and update comprehensive training plan for the organisation • Design implement and evaluate awareness raising campaigns • Develop, implement, evaluate and update strategic safeguarding communication plan 	<ul style="list-style-type: none"> • Develop a comprehensive approach to developing sustainable safeguarding capacity • Develop a comprehensive safeguarding communication strategy

CONSULTANCY AGREEMENT

Date: 07/06/2021

1. The Parties:

- (1) "The Client" also referred to in this agreement as "Unicef UK" - United Kingdom Committee for Unicef, Company Registration Number 3663181 of 1 Westfield Avenue, London E20 1HZ.
- (2) "The Consultant" - tbc

2. The Consultancy Services

- 2.1 The Client engages the Consultant to provide services to the client as set out in the attached Schedule ("**Services**").

3. Duration

- 3.1 This agreement shall commence on **date tbc** ("**Commencement Date**") and shall continue (subject to the provisions of clause 8.2) until the earlier of:
 - 3.1.1 the date upon which the Services have been completed to the satisfaction of the Client; and
 - 3.1.2 the termination of this Agreement in accordance with clause 8.1.

4. Obligations of the Consultant

- 4.1 During the term of this Agreement ("**Term**") the Consultant shall carry out his/her obligations faithfully and diligently in accordance with the request of the Client and use his/her best endeavours to promote the interests of the Client and to deliver the agreed Services to the highest professional standards within the timeframe agreed.

As at the date of entry into this Agreement, the intention is for the Consultant to provide the Services. However, if the Consultant is unable to provide the Services for any reason he or she will be entitled to provide the Services through another suitably qualified person ("**Substitute**") provided that the Substitute has the appropriate skills and experience and the Consultant informs the Client of the identity and qualification of any Substitute which the Consultant proposes to use to provide the Services.

The Client shall have no right to, nor shall seek to, exercise any direction, control, or supervision over the Supplier in the provision of the services. The Supplier shall endeavour to co-operate with the Client's reasonable requests within the scope of the services, however it is acknowledged that the Supplier shall have autonomy over their working methods.

The Client is under no obligation to offer further contracts or services to the Supplier nor is the Supplier under obligation to accept such contracts or services if offered. The Supplier is not obliged to make its services available except for the performance of its obligations under

this Agreement. Both parties agree and intend that there be no mutuality of obligations either during or following the agreement, whatsoever.

MINOR

All other negatives raised

4.2 All equipment necessary to provide the Services will be provided by the Consultant.

5. Fees

5.1 The Client shall pay the Consultant a fee as set out in the Schedule (the fee to include any VAT if applicable) and payable subject to the delivery of the Consultant's invoice as specified in the Schedule, and to the satisfactory completion of the Services.

5.2 The Client shall be entitled to deduct from the fee any sums that the Consultant may owe to the Client at any time.

6. Expenses

6.1 The Consultant will be responsible for the payment of any expenses or costs incurred in the Services which are not noted or specified in the attached Schedule.

7. Intellectual Property

7.1 The Consultant assigns to the Client all rights arising from the Services carried out by the Consultant under this Agreement, including without limitation copyright, registered and unregistered design rights, rights in any software or databases developed as part of the Services, rights in any material obtained through research, all rights in any draft report and any other intellectual property rights.

7.2 The Consultant waives any right to be identified as author of the work.

7.2.1 The final report will be branded as a Unicef UK publication and Unicef UK will have full copyright and other intellectual property rights in the final report. Provided the Consultant has complied on a timely basis with all of his/her obligations under this agreement, the Consultant will be recognised as the researcher who carried out the research and prepared the initial draft report.

7.2.2 In the event that the Consultant does not comply with his/her obligations under this Agreement to the reasonable satisfaction of the Client, the Consultant will have no rights to be identified in any way in connection with the initial draft report or the final report and will have no intellectual property rights or moral rights in relation to the initial report or the final report.

7.2.3 The Consultant agrees and acknowledges that he/she has no right to any payment arising from publication of the initial report or the final report or otherwise beyond his/her entitlement to be paid fees specified in this agreement subject to full and timely performance of all of the Consultant's obligations under this Agreement.

7.3 The Consultant waives his or her right to object to derogatory treatment of the work.

- 7.4 The Consultant agrees that he/she will at any reasonable request and cost of the Client execute any documents and do all such things as may be reasonably required by the Client to assist in proving ownership of any of the rights referred to above.
- 7.5 The Consultant agrees that any work done by him/her for the Client will not infringe upon any intellectual property rights of a third party.

8. Termination

- 8.1 The Client and the Consultant may terminate this Agreement by giving 30 days' notice.
- 8.2 Without limitation the Client may by notice in writing immediately terminate this Agreement if the Consultant shall:
- 8.2.1 be in breach of any of the terms of this Agreement which in the case of a breach capable of remedy is not remedied by the Consultant within 3 days of receipt by the Consultant of a notice from the Client specifying the breach and requiring its remedy;
 - 8.2.2 be incompetent, guilty of serious misconduct or any serious or persistent negligence in respect of his or her obligations hereunder;
 - 8.2.3 fail or refuse after warning to carry out the duties reasonably and properly required of him or her hereunder
 - 8.2.4 do anything to bring the good name of the Client into disrepute
 - 8.2.5 there is an unconditional right to terminate the contract should the need arise.
- 8.3 The rights of the Client under clause 8.2 are without prejudice to any other rights that it might have at law to terminate this Agreement or to accept any breach of this Agreement on the part of the Consultant as having brought this Agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver thereof.

9. Liability

- 9.1 The Client will rely on the Consultant's skill and expertise
- 9.2 The Consultant agrees to indemnify the Client against all claims, penalties, losses, damages, costs, legal or professional and other expenses of any nature whatsoever incurred or suffered by the Client or by a third party as a result of any act or default of the Consultant.
- 9.3 The Consultant shall have personal liability for any loss, liability or costs (including reasonable legal costs) incurred by the Client in connection with the provision by the Consultant of the Services. The Consultant shall, accordingly, take out and maintain during the Term, at his/her own cost, a full and comprehensive policy of insurance with a reputable insurance company to cover the Consultant's liability in respect of any act or default for which the Consultant may become liable to indemnify the Client under the terms of this Agreement. The Consultant shall notify the insurers of the Client's interest in the insurance and ensure the Client is recorded on the policy. The Consultant shall supply the Client with copies of current certificates of insurance for the period of this Agreement.

10. Warranty

- 10.1 The Consultant warrants that he/she has full authority to enter into this agreement and is not bound by any agreement which would prevent full delivery of the Service and that the

Service will be delivered fully in compliance with the laws of the UK and any other jurisdiction where the Service or its product will be used.

11. Confidential Information

- 11.1 The Consultant agrees, during the Term, or at any time after the termination of this Agreement, to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the Client's employees, contractors, or volunteers or the Client's technology, technical processes, business affairs or finances or any such information relating to a subsidiary, supplier, customer, beneficiary or client of the Client where knowledge or details of the information was received in connection with this Agreement.
- 11.2 Upon termination of this Agreement for whatever reason the Consultant will deliver up to the Client all working papers or other material and copies provided to him pursuant to this Agreement or prepared by him either in pursuance of this Agreement or previously.

12. Child Protection

- 12.1 The Consultant agrees that he or she and any other staff working on this project now or in the future including any subcontractors either have the appropriate level of check by the Disclosure and Barring Service or Disclosure Scotland will provide such information to the Client as is required to permit an application at the Client's expense.

13. Safeguarding

Interpretation

"Safeguarding Legislation" means applicable legislation protecting children and/or adults and/or designed to allow permitted disclosures, including: The Children Act 1989, The Public Interest Disclosure Act 1998, The Human Rights Act 1998, The Sexual Offences Act 2003, The Children Act 2004, The Safeguarding Vulnerable Groups Act 2006, The Equality Act 2010, The Modern Slavery Act 2015, and any successor legislation; together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

"Safeguarding Statement" means the 'Unicef UK Safeguarding Statement: External Contracted Personnel' to be provided by the Client and signed by the Consultant on or before commencement of this agreement, as amended or updated from time to time by the Client;

- 13.1 Unless otherwise defined in this agreement, the terms referred to in this clause shall have the meanings set out in the Safeguarding Statement.
- 13.2 The Consultant acknowledges that in the course of the Engagement [s/he] may have contact with children and/or adults at risk. The Consultant therefore agrees to accept the duties and obligations in this clause.
- 13.3 At the request of the Client, the Consultant shall be subject to a valid disclosure check of the most extensive available kind available through the Disclosure and Barring Service. The Client will not engage or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out, the Services.

- 13.4 The Consultant undertakes, at all times during the term of this agreement:
- 13.4.1.1 to adhere to the Safeguarding Statement; and
 - 13.4.1.2 to accept responsibility for managing and controlling the Services in accordance with the Safeguarding Statement.
- 13.5 The Consultant shall report all safeguarding issues or concerns to the Client using the reporting procedure set out in the Safeguarding Statement. All such reports must be made without delay and within 72 hours of the Consultant becoming aware of such issues or concerns.
- 13.6 This clause is in addition to, and does not relieve, remove or replace any obligations the Consultant has under the Safeguarding Legislation including (without limitation) any statutory or regulatory reporting obligations.

14. Tax Liabilities

- 14.1 It is the intention of the parties that the Consultant shall have and if necessary prove that they have the status of a self-employed person and shall be responsible for all income tax liabilities and National Insurance or other similar contributions in respect of fees paid by the Client to the Consultant.
- 14.2 The Consultant hereby agrees to indemnify the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax or National Insurance or similar contributions relating to the Consultant's services hereunder.
- 14.3 The Consultant agrees that if at any time HM Revenue and Customs (HMRC) or any successor body treats the relationship between the Client and the Consultant as one of employer and employee for tax purposes.
- 14.3.1.1 The Consultant will not at any time seek from HMRC a repayment of any tax paid by the Consultant on a self-employed basis;
 - 14.3.1.2 If the Consultant receives a repayment of any such tax the Consultant will notify the Client and will on written request by the Client repay to HMRC any such tax refund and/or
 - 14.3.1.3 The Consultant will on written request by the Client submit a written request to HMRC to set tax previously paid by the Consultant on a self-employed basis against the Client's ability to pay tax under the pay as you earn system (or any successor system).
 - 14.3.1.4 The Consultant will execute all such documents and do all such other things as are necessary to give effect to this clause.

15. Notice

- 15.1 Any notice required by this Agreement to be given by either party to the other shall be in writing and shall be served, delivered or by registered post or recorded delivery to the address of the other party.
- 15.2 Any receipt issued by the postal authorities shall be accepted as conclusive evidence of the fact and date of posting such notice.

15.3 Notice may also be served by fax or email and such notice will be deemed to be received on the date the first normal working date after transmission. Public Holidays and Saturdays and Sundays shall not be counted as normal working days.

16. Data Protection

16.1 In respect of his or her obligations under this Agreement, the Consultant acknowledges that it may collect or share with the Client records and information (including names, addresses and contact details) relating to individuals ("Personal Data").

16.2 The Consultant as recipient of the Personal Data will be a Data Processor (as defined under the General Data Protection Regulation ("GDPR") and the General Data Protection Act 2018 ("DPA")) acting on behalf of the provider of the Personal Data as the Data Controller (as defined under the GDPR and DPA) in respect of the Individual Data.

16.3 The consultant agrees to:

- only act on the written instructions of the Client (unless required by law to act without such instructions);
- ensure that people processing the personal data are subject to a duty of confidence;
- take appropriate measures to ensure the security of processing;
- only engage a sub-processor with the prior consent of the Client and a written contract;
- assist the Client in providing subject access and allowing data subjects to exercise their rights under the GDPR;
- assist the Client in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- delete or return all personal data to the Client as requested at the end of the contract;
- keep records of all its categories of processing activities;
- notify any personal data breaches to the Client without undue delay and, where feasible, not later than 24 hours after having become aware of it;
- cooperate with the Information Commissioner's Office in the performance of its tasks;
- submit to audits and inspections, provide the Client with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the Client immediately if it is asked to do something infringing the GDPR.

16.4 Nothing within this agreement relieves the Consultant of its own direct responsibilities and liabilities under the Data Protection Act 2018.

16.5 The Consultant shall indemnify the Client against any and all liability or loss incurred (including without limitation fines, costs and expenses) as a result of the breach of all or any of the obligations set out in this clause and this indemnity shall survive on termination of this Agreement.

17. No Employment or Agency

17.1 Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee between the Client and the Consultant.

17.2 The Contractor shall be entitled to assign the agreement or subcontract elements of the Services to third-party contractors provided that the Client and Company are satisfied that the sub-contractor possesses the necessary skills, expertise and resources to perform those elements of the Services and the Contractor keeps Company fully and effectively indemnified against any reasonable costs, claims or expenses that may be incurred by it or the Client as a result of the use of such subcontractors including the reasonable cost of all instruction (necessitated by the subcontracting) for the sub-contractor.

17.3 Nothing contained in this Agreement shall constitute a partnership or joint venture between the Client and the Consultant.

18. Assignment

18.1 The Consultant may not assign, encumber or dispose of any of its/their rights and obligations under this Agreement without the prior written consent of the Client.

19. Severability

19.1 If any part of this Agreement is found by a Court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

20. Entire Agreement

20.1 This Agreement supersedes any Agreements made or existing between the Client and the Consultant before or simultaneously with this Agreement (all of which shall be deemed to have been terminated by mutual consent with effect from the date of this Agreement) and constitutes the entire understanding between the parties in relation to the subject matter of this Agreement.

20.2 Except as otherwise permitted by this Agreement no change to its terms shall be effective unless it is in writing and signed by or on behalf of both parties.

21. Governing Law and Jurisdiction

21.1 This Agreement and any dispute arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales

21.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

22. Contract (Rights of Third Parties) Act 1999

22.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Consultant and the Client shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded, in each case without the consent of any third party.

23. Obligations after Expiry or Termination

23.1 The provisions of this Clause and clauses 7, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20, 21 and 22 shall survive the termination of this Agreement.

Signed by the Consultant:

Print name:

Date:

Signed on behalf of the Client:

Print name:

Date:

Schedule

1. Services to be provided by the consultant

To be agreed based on tender

2. Proposed timescale

The project will be completed within 6 months

3. Payment

The total charge will be inclusive of any VAT which may be payable, including all expenses incurred except as specified below.

If any VAT is payable in relation to the services to be provided under this agreement, the consultant will issue valid VAT invoices to the client.

The consultant will issue an invoice to the client at the start and end of the project

4. Expenses chargeable by the consultant:

Any materials obtained for the Client at the Client's request by the Consultant.

Other expenses incurred and agreed in advance.